

regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The Corporation further agrees to: 1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Corporation is not in compliance with all applicable federal, state and local laws in performance of this Agreement; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Corporation has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

**SECTION 33. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. Corporation certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

**SECTION 34. WARRANTY AND RESPONSIBILITY OF CORPORATION**

Corporation warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Corporation's profession, doing the same or similar work under the same or similar circumstances.

**SECTION 35. SIGNATURE AUTHORITY**

The City Clerk of the City of Los Angeles and the Chairman of the Board, President, or Vice President and Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer of Corporation declare that they are authorized to execute this Agreement on behalf of City and Corporation.

**SECTION 36. STANDARD PROVISIONS FOR CITY CONTRACTS**

Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 03/09), attached hereto as Appendix A and made a part hereof. In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Agreement take precedence, followed by the Standard Provisions for City Contracts (Appendix A).

**(Signature page follows)**

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IN WITNESS WHEREOF, this Agreement is duly executed by THE CITY OF LOS ANGELES and the SAN PEDRO HISTORIC WATERFRONT BUSINESS IMPROVEMENT DISTRICT MANAGEMENT CORPORATION for administration of the San Pedro Historic Waterfront Business Improvement District on behalf of the parties to this Agreement.

CITY:  
CITY OF LOS ANGELES, a municipal  
BUSINESS corporation, acting by and through its Office  
MANAGEMENT  
of the City Clerk

CORPORATION:  
SAN PEDRO HISTORIC WATERFRONT  
IMPROVEMENT DISTRICT  
CORPORATION a California non-profit  
corporation

By: \_\_\_\_\_  
  HOLLY L. WOLCOTT  
  City Clerk

By: \_\_\_\_\_  
  JONATHAN WILLIAMS  
Its:                               President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
  GREG MORENA  
Its:                               Treasurer

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
MICHAEL N. FEUER, City Attorney

ATTESTATION:  
HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
  Deputy City Attorney

By: \_\_\_\_\_  
  Deputy

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Council File No. 15-0417